

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov**

November 18, 2015

Auto Owners Insurance Company
800 S. Gay St., Ste. 2021, % C T Corp.
Knoxville, TN 37929-9710
NAIC # 18988

Certified Mail
Return Receipt Requested
7015 0640 0007 0049 3921
Cashier # 23033

Re: Martin Walter, Et Al V. Auto Owners Insurance Company

Docket # 2-576-15

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served November 17, 2015, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Knox County
400 Main Avenue, Rm M-30 C/C Bldg
Knoxville, Tn 37902



<u>Knox</u> County	STATE OF TENNESSEE CIVIL SUMMONS <small>page 1 of 1</small>	Case Number 2-576-15
<u>Martin Walter, et al</u> Vs. <u>Auto Owners Mutual Ins. Co. + Woods</u>		

Served On: c/o Commissioner of the Tennessee Department of Commerce and Insurance
Auto Owners Mutual Insurance Co. Attn: Service of Process 500 James Robertson Parkway, Nashville, TN 37243-1131
6101 Anacapi Blvd, Canton, TN 37024 6 AM 9:50 7-3999

You are hereby summoned to defend a civil action filed against you in the Circuit Court, Knox County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: NOVEMBER 10, 2015

Catherine Sharp
 Clerk / Deputy Clerk

Attorney for Plaintiff: Drew McElroy 1348 Dawell Springs Blvd
Knoxville, TN 37909 (865) 357-7171

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to _____, _____ Clerk, _____ County



CERTIFICATION (IF APPLICABLE)

I, _____, Clerk of _____ County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____

 Clerk / Deputy Clerk

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: _____

Date: _____ By: _____

 Officer, Title

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

 Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff

 Plaintiff's Attorney (or Person Authorized to Serve Process)
 (Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at () _____.

Rev. 03/11

IN THE CIRCUIT COURT FOR KNOX COUNTY, TENNESSEE

MARTIN WALTER, ELIZABETH WALTER,
GARY WICHROWSKI, JAN WICHROWSKI
d/b/a B & G PROPERTIES,

Plaintiffs,

v.

AUTO OWNERS MUTUAL INS. CO. and
CHARLES WOODS,

Defendants.

* FILED

2015 NOV 6 AM 9:50
Complaint for Damages and
Breach of Contract

* CATHERINE F. QUIST
* CIRCUIT COURT CLERK

* No. 2-576-15

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COMPLAINT FOR DAMAGES AND BREACH OF CONTRACT

Come the Plaintiffs, Martin Walter, Elizabeth Walter, Gary Wichrowski, Jan Wichrowski, d/b/a B & G Properties (hereinafter "B & G" or "Plaintiffs"), and for their cause of action state as follows:

1. Martin and Elizabeth Walters are natural persons and citizens and residents of Knoxville, Knox County, Tennessee.

2. Elizabeth and Gary Wichrowski are natural persons who are citizens and residents of another state who do business, along with Martin and Elizabeth Walters, collectively as B & G Properties. The plaintiffs collectively own the premises referred to herein 7620-22 Clinton Highway, Powell, Tennessee. This property will be referred to herein as the "insured premises".

3. Defendant Auto Owners Mutual Insurance Company (hereinafter "Auto Owners") is a foreign mutual insurance company doing business in the State of

Tennessee, which provides coverage to residents of this State under a number of names, including Auto Owners Insurance Company.

4. Defendant Charles Woods is a natural person and citizen and resident of the State of Tennessee, with his last known address as 1700 West Brush Valley Rd., Knoxville, TN 37849.

5. The transaction and/or occurrence out of which this cause of action arises transpired in Knox County, Tennessee, and, therefore, both jurisdiction and venue in this cause are proper in this Honorable Court.

6. Prior to June 1, 2011, Defendant Auto Owners issued a policy of insurance to the Plaintiffs protecting the insured premises and its contents from the perils listed therein. The policy was identified as Policy No. 004619-03323506-11. The policy also provided coverage for certain damages incurred after the loss.

7. On or about June 1, 2011, a fire and explosion occurred at the insured premises causing damage thereto and the contents therein. Said damage was of the type identified and covered under the policy mentioned above. Plaintiffs also sustained various post loss damages covered under the policy.

8. Upon information and belief, the fire and resulting explosion were caused by Defendant Charles Woods, who through his actions, be they negligent or otherwise, caused the conflagration and explosion which resulted in the Plaintiffs' damages.

9. Plaintiffs have timely performed all conditions precedent to recovery under the policy identified above, including, but not limited to the submission of proofs of loss.

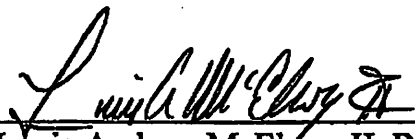
10. Plaintiffs have made demand for full payment of their loss upon Auto Owners, but these demands have gone unanswered.

11. Plaintiffs aver that the actions of Auto Owners set forth herein above constitute a breach of the contract between the parties for which they seek recovery of their contractual damages and pre-judgment interest and costs.

12. Plaintiffs aver that their loss to the insured premises was the proximate result of the actions of Charles Woods, and were caused by him both directly and proximately, for which they seek recovery from Defendant Woods.

Wherefore, Plaintiffs pray unto the Court for relief in the form of monetary damages not to exceed \$ 300,000.00, from the Defendants, and each of them along with the pre-judgment interest herein accrued and their costs. A jury of twelve persons is demanded to try the issues joined.

Respectfully submitted this 6th day of November, 2015.



Louis Andrew McElroy, II, BPR 011054
Attorney for Plaintiffs

Of Counsel:

Law Office of Drew McElroy

1348 Dowell Springs Blvd.

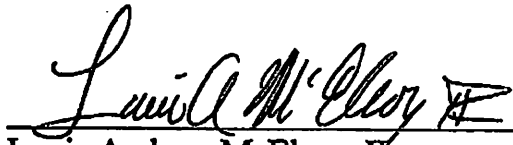
Knoxville, TN 37909

FILED
2015 NOV 6 AM 9:00
CATHERINE F. QUINN
CIRCUIT COURT CLERK

Cost Bond

Martin Walter and Elizabeth Walter, Gary Wichrowski and Wichrowski, d/b/a B & G Properties as Principals and Louis Andrew McElroy II as Surety, are firmly bound under the Clerk for the Circuit Court for Knox County, Tennessee for the payment of all costs awarded against the Principals. To that end, we bind ourselves, our heirs, executors, and administrators.

The Principals are commencing an Action in this Court. If the Principals shall pay all costs which are adjudged against them, then this obligation is void. If the Principals fail to pay, then the Surety shall undertake to pay all costs adjudged against the Principals. So bound under T.C.A. § 20-12-120 et. seq.



Louis Andrew McElroy, II
Surety

<u>Knox</u> County	STATE OF TENNESSEE CIVIL SUMMONS <small>page 1 of 1</small>	Case Number 2-576-15
<u>Martin Walter, et al</u> vs. <u>Auto Owners Mutual Ins. Co. + Woods</u>		

Served On: c/o Commissioner of the Tennessee Department of Commerce and Insurance
Auto Owners Mutual Attn: Service of Process
Insurance Co. 500 James Robertson Parkway, Nashville, TN 37243-1131
6101 Anacapri Blvd, Lansing, MI 48917-3999

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Issued: _____ Clerk / Deputy Clerk _____

Attorney for Plaintiff: Drew McElroy 1348 Dowell Springs Blvd
Knoxville, TN 37909 (865) 357-7171

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Mail list to _____ Clerk, _____ County

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Date: _____ Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____ Plaintiff's Attorney (or Person Authorized to Serve Process)
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Rev. 03/11

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MARTIN WALTER, ELIZABETH WALTER,
GARY WICHROWSKI, JAN WICHROWSKI
d/b/a B & G PROPERTIES,

Plaintiffs,

v.

AUTO OWNERS MUTUAL INS. CO. and
CHARLES WOODS,

Defendants.

FILED

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CATHERINE F. QUIST
CIRCUIT COURT CLERK

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No.

2-576-15

COMPLAINT FOR DAMAGES AND BREACH OF CONTRACT

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3. Defendant Auto Owners Mutual Insurance Company (hereinafter "Auto Owners") is a foreign mutual insurance company doing business in the State of

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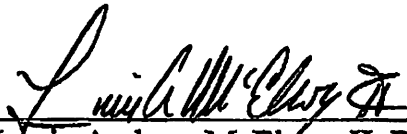
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Respectfully submitted this 6th day of November, 2015.



Louis Andrew McElroy, II, BPR 011054
Attorney for Plaintiffs

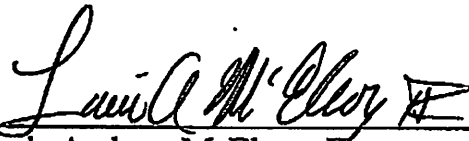
Of Counsel:

Law Office of Drew McElroy
1348 Dowell Springs Blvd.
Knoxville, TN 37909

Cost Bond

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The Principals are commencing an Action in this Court. If the Principals shall pay all costs which are adjudged against them, then this obligation is void. If the Principals fail to pay, then the Surety shall undertake to pay all costs adjudged against the Principals. So bound under T.C.A. § 20-12-120 et. seq.



Louis Andrew McElroy, II
Surety

FILED
2015 NOV 6 AM 9 50
C. HERINE F. QUIST
CIRCUIT COURT CLERK